

REMARKS

Entry of the foregoing amendments is respectfully requested pursuant to 37 C.F.R. 1.116(b).

Interview Summary

The undersigned representative thanks Examiner Wilson for his willingness and time to discuss during a telephonic interview on February 20, 2008 the outstanding rejection of claim 1 based on Cisco Document 78-10548-02 (“Cisco”). The Cisco reference and claim 1 were discussed at length, but no agreement was reached. However, the examiner recommended that the applicant consider further amendments to claim 1.

Amendments

The foregoing amendments are an attempt to address the issues discussed with the examiner and to advance the case toward allowance. It is respectfully submitted that they do not necessitate further searching and place the application in condition for allowance.

The Cisco reference explains on its first page that its software, called MPLS Solutions, “is an MPLS VPN provisioning and auditing tool.” Cisco at 3-1. It further explains that, “The software focuses on the provider edge routers (PEs), customer edge routers (CEs), and the link between them.” Cisco at 3-1 (emphasis supplied).

It is respectfully submitted that all of the passages relied upon by the Examiner in the rejection involve defining relationships between the PEs, CEs and links between. In contrast, the claims of present application do not concern specifying links between the routers for implementing a management VPN. Rather, the claims require that abstract elements of the VPN be specified, namely the sites and the permitted communications between them, without explicit reference to the underlying routers or other network devices or the actual connections between them. From the specified topology of the VPN, the system generates the routing policies for the network devices, using underlying network topology. The Cisco reference appears to be describing software for specifying only the topology of the underlying network– the routers and links between them – and which of these belong to a management VPN. With applicant’s invention, VPNs can be quickly defined by an operator by specifying only the sites and the communication permitted between the sites.

For example, applicant explains that “present invention allows topology constrained routing policy provisioning in a VPN by capturing the provisioning operators intent regarding the sites that are allowed to communicate with each other.” Spec. at 0005 (emphasis supplied). “In the preferred embodiment, this is accomplished by interpreting the desired VPN topology as specified by the provisioning operator, determining the desired routing policies between customer sites which would effect the desired relationship so as to restrict communications to only those sites which have the right to exchange traffic with one another. The routing relationships then take effect in the provider network.” *Id.* at 0006. This avoids, among other things, “a costly and error prone provisioning task.” *Id.* at 0004.

Although applicant has always believed that the claims were directed to methods and apparatus for defining links between sites and not links between the physical network elements (e.g. routers), it is submitted that the current amendments to the claims, and the new claims introduced by this amendment, make this very clear by excluding any explicit designation of physical devices in the representation of the VPN when defining permitted communication between sites. In other words, unlike Cisco, which is “focused” on CEs and PEs, the claimed subject matter requires specifying at an abstract level the permitted communications between sites, independently of and without explicit reference to, the devices of the underlying packet switched network. Furthermore, independent claim 15 and new independent claim 29, as well as several of the claims depending from claim 1, further define what is meant by “VPN component.” This further definition does not further narrow the claim. It is intended to be the same as the broadest meaning to be given that phrase, consistent with the specification. It is submitted that Cisco does not permit specifying permitted communication between sites without explicit reference to underlying routers, and thus cannot anticipate or suggest claim 1 and claims depending from it for at least this reason. Furthermore, Cisco discloses nothing similar to a VPN component set forth in independent claims 15 and 29, and several of the claims depending from claim 1.

Finally, the examiner indicated that claims 23-27 would be allowable if rewritten in independent form. These claims have now been rewritten into independent form.

Conclusion

Applicants respectfully request reconsideration of the application and entry of the foregoing amendments, as they place the application in allowable form.

Applicant hereby authorizes the Commissioner to charge any fees, other than issue fees, that may be required by this paper to Deposit Account No. 07-0153. The Examiner is respectfully requested to call Applicant's Attorney for any reasons that would advance the current application to issue. Please reference Attorney Docket No. 131105-1004.

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Respectfully submitted,

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